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Board of Supervisors
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Fifth District

June 20, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE A SOLE SOURCE
CONTRACT BETWEEN LOS ANGELES COUNTY AND
THE LOS ANGELES HOMELESS SERVICES AUTHORITY FOR
SERVICES TO HOMELESS CalWORKs FAMILIES
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached sole source Contract with the Los Angeles Homeless Services Authority (LAHSA), commencing July 1, 2006 or the day after Board approval, whichever is later, through June 30, 2007, with County option to extend for two additional one-year periods, for the provision of Outreach and Emergency Shelter Services to homeless CalWORKs Welfare-to-Work (WtW) participants. The maximum contract amount is \$3 million and is included in the Department's FY 06-07 proposed budget. The maximum annual contract amount for each of the one-year extensions is \$3 million. The cost of the Contract is fully funded by CalWORKs Single Allocation.
2. Delegate authority to the Director of the Department of Public Social Services (DPSS), to exercise the County's option to extend the Contract for two additional one-year periods, in the projected amount of \$3 million per fiscal year in accordance with the terms of the Contract.

3. Delegate authority to the Director, DPSS, to prepare and sign amendments to the Contract for any increase, of no more than 15 percent of the total Contract amount when the change is necessitated by additional and necessary services that are required in order for the Contractor to comply with changes in federal, State, or County requirements. The approval of the Chief Administrative Office (CAO) and County Counsel will be obtained prior to executing such amendments, and the Director will notify the Board and the CAO in writing within ten business days after execution.
4. Delegate authority to the Director, DPSS, to provide advance payments to enable Contractor to expend and to cover Contractor's operational/administrative costs. The advance payment will not exceed one-twelfth of the contract amount or \$250,000 and will be fully recouped by June 30, 2007.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 14, 2004, the Board requested DPSS to provide an action plan for enhancing services to homeless CalWORKs WtW families, in response to the increased number of families in Skid Row. DPSS submitted their recommendation for the Board to approve an Agreement with LAHSA for the continuation and augmentation of services to homeless CalWORKs families. As a result, two of the strategies DPSS developed to assist these homeless families were:

- An outreach team consisting of staff from LAHSA, Department of Mental Health (DMH) and Department of Children and Family Services (DCFS), to identify homeless families in Skid Row and connect them with appropriate services.
- An increase in the number of emergency shelter beds and hotel/motel vouchers for homeless CalWORKs WtW families.

On January 11, 2005, the Board authorized DPSS to amend the existing contract with LAHSA for a maximum contract amount of \$1,560,000, for the period of January 11, 2005 through June 30, 2005. This amendment provided outreach in Skid Row and emergency shelter services in each Supervisorial District for homeless CalWORKs WtW families.

On May 31, 2005, the Board authorized DPSS to amend the contract with LAHSA for a maximum contract amount of \$750,000, for the period of July 1, 2005 through September 30, 2005, to continue providing outreach and emergency shelter services to homeless CalWORKs WtW families.

On September 13, 2005, the Board authorized DPSS to amend the contract with LAHSA for a maximum contract amount of \$750,000, for the period of October 1, 2005 through December 31, 2005, to continue providing outreach and emergency shelter services to homeless CalWORKs WtW families.

On December 20, 2005, the Board authorized DPSS to amend the contract with LAHSA for a maximum contract amount of \$1,500,000, for the period of January 1, 2006 through June 30, 2006, to continue providing outreach and emergency shelter services to homeless CalWORKs WtW families.

OESS has reached the contract's three-year maximum; therefore, we are proceeding to renew the project via a new sole source contract with LAHSA in the amount of \$3 million for the period of July 1, 2006 through June 30, 2007.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5: Children and Families' Well-Being: to improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

The maximum annual amount of the sole source contract for OESS is \$3 million. The cost of the contract is fully funded with CalWORKs Single Allocation. Funding is included in the Department's FY 06-07 proposed budget. There is no additional net County cost (NCC) after the required CalWORKs maintenance of effort (MOE) is met.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LAHSA provides services to the homeless families including, transportation, emergency shelter, transitional housing, crisis intervention referrals, emergency supplies (diapers, hygiene products, infant items, clothing), and permanent housing resources.

LAHSA also teamed with staff from DPSS, the Department of Children and Family Services, and the Department of Mental Health to seek out homeless families in Skid Row and to connect them with available benefits and services. This contract will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contract includes a provision that allows automatic termination in the event funding is not available. The contract also includes provisions for performance/outcome measures.

The sole source Contract has been reviewed and approved as to form by County Counsel.

Contractor Performance

Historically, from February 2005 through December 2005, LAHSA's overall performance was satisfactory. LAHSA's performance is monitored through an evaluation of their Monthly Management Report and by the Department's quarterly monitoring in fiscal, administrative, and service delivery. However, during this period LAHSA has been untimely in providing the monthly invoice request for payment, as well as several Monthly Management Reports as required in the contract, and have been reminded to submit them within the contract's timeframe. The Contract Administrator has met with LAHSA during this period to help identify barriers to accomplish our mutual goals.

The contract's current Performance Outcomes include the provision that all families are placed in emergency shelter within one day of request for shelter and that all families requiring transportation to the Department of Mental Health or DPSS appointments are transported timely to ensure they meet their appointments on the scheduled dates/times. Through quarterly monitoring of case records and transportation logs, LAHSA has been found to be performing satisfactorily.

The proposed LAHSA OESS contract creates opportunities to better assess contractor performance by expanding Performance Outcomes for service delivery to include assisting families with: transportation to the Metro Family district for processing applications for CalWORKs cash assistance, Food Stamps and Medi-Cal benefits, Union Rescue Mission, Weingart Access Center or Midnight Mission, and to hotels/motels; homeless services; and services provided by the Department of Mental Health and/or the Department of Children and Family Services during agreed upon times and days.

CONTRACTING PROCESS

This sole source Contract will be procured in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services Regulation Section 23-650.1.12, which allows for non-competitive contracting with public agencies.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the recommended Contract is not being awarded under the provisions of Chapter 2.121 of the County Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Contract will assist homeless CalWORKs WtW families in locating emergency and permanent housing. The Contract will not infringe on the rights of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter and four (4) original signed copies of the sole source Contract to the Director of DPSS.

Respectfully submitted,



Bryce Yokomizo
Director

BY:jv

Enclosures

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LOS ANGELES HOMELESS SERVICES AUTHORITY

FOR

OUTREACH AND EMERGENCY SHELTER SERVICES

Prepared By
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411

June 2006

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**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES HOMELESS SERVICES AUTHORITY
FOR
OUTREACH AND EMERGENCY SHELTER AND SERVICES**

This Contract and Exhibits are made and entered into this ____ day of _____, 2006 by and between the COUNTY of Los Angeles hereinafter referred to as COUNTY and the Los Angeles Homeless Services Authority, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, CONTRACTOR is a local government agency and is qualified to provide emergency assistance intermediary services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services, and,

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, COUNTY has determined that it is feasible to obtain such services by this Agreement; and

WHEREAS, CONTRACTOR has agreed to provide COUNTY with such services and based upon non-competitive negotiations under the Title 45 Code of Federal Regulations, Part 74 (Administration of Grants) and State Department of Social Services regulations Chapter 23-650, CONTRACTOR has been selected for recommendation for award of this Agreement; and

WHEREAS, this Agreement is further authorized by California Government Code Sections 26227 and 31000 and Welfare and Institutions Code Section 11320 et seq.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N and O are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable product between the Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

- 1.1 ATTACHMENT A - Statement of Work and Technical Exhibits
- 1.2 ATTACHMENT B - Los Angeles Homeless Services Authority Budget
- 1.3 ATTACHMENT C - CONTRACTOR Invoice Format
- 1.4 ATTACHMENT D - Monthly Management Report Format
- 1.5 ATTACHMENT E - Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- 1.6 ATTACHMENT F - Civil Rights Resolution Agreement Requirements
- 1.7 ATTACHMENT G - CONTRACTOR Employee Acknowledgement & Confidentiality Agreement
- 1.8 ATTACHMENT H - Grounds For Rejection
- 1.9 ATTACHMENT I - Internal Revenue Notice 1015
- 1.10 ATTACHMENT J - Safely Surrendered Baby Fact Sheet
- 1.11 ATTACHMENT K - Provider Per Diem Rate Structures
- 1.12 ATTACHMENT L – Outreach and Emergency Shelter Services Transportation Log
- 1.13 ATTACHMENT M - Charitable Contributions Compliance
- 1.14 ATTACHMENT N – Participant Roster – DPSS-LAHSA Emergency Shelter Services Program
- 1.15 ATTACHMENT O – Contractor Employee Jury Service Program Certification Form and Application for Exception

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties and, supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8, Terms and Conditions, Subparagraph 8.7 - Change Notices and Amendments, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

BOARD OF SUPERVISORS: The Board of Supervisors is the governing body of the COUNTY of Los Angeles.

BUDGET: The document that details the CONTRACTOR's costs for providing services and is included in the Contract. Included in the Budget are the following:

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- **Indirect Costs** - Management Overhead expenses; general and administrative expenses are included and applied as follows:
 - Management Overhead is applied to Salary, Employee Benefits and Payroll Taxes.
 - General and Administrative expenses are applied to all labor cost and Management Overhead.
- **Total Cost to Contract Services** - The total cost of Direct and Indirect Costs.

BUSINESS DAYS: Business days are Monday through Friday, excluding COUNTY holidays.

CONTRACT: Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

CONTRACT MANAGEMENT DIVISION: The Department of Public Social Services' Division responsible for the Contract.

CONTRACTOR: The governmental agency Los Angeles Homeless Services Authority (LAHSA) which has entered into a Contract with the COUNTY to perform or execute the work specified in this Contract.

CONTRACTOR HEARING BOARD: The COUNTY Board which adjudicates evidentiary hearings on the malfeasance of CONTRACTORS when the Contracting COUNTY Department moves to debar the CONTRACTOR from retaining a current Contract or bidding on future Contracts.

CONTRACTOR CONTRACT MANAGER: The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

COUNTY CONTRACT ADMINISTRATOR: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by CONTRACTOR.

DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): COUNTY department responsible for providing social, financial, and employment services to eligible persons in Los Angeles COUNTY.

DIRECTOR: The Director of the DPSS, COUNTY of Los Angeles, or his/her Authorized Representative(s).

EXECUTIVE DIRECTOR: The individual designated to receive official notices on behalf of the CONTRACTOR.

FISCAL YEAR (FY): The twelve (12) month period beginning July 1 and ending the following June 30.

SUBCONTRACTOR: An individual or business firm contracted with CONTRACTOR to perform all or part of the work defined in Attachment A, Statement of Work.

3.0 SCOPE OF WORK

Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Attachment A.

If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

4.1 The Contract term shall be for a period of one year (12 months) effective July 1, 2006, or one day following Board approval, whichever is later, with COUNTY option to extend for two additional one-year periods.

4.2 The Contract is subject to the COUNTY's right to terminate earlier for convenience, which includes, non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program, changes in legal requirements regarding the Homeless Program, and changes that eliminate or substantially reduce the COUNTY's legal requirements for the Homeless Program.

5.0 CONTRACT PAYMENT

5.1 Maximum Contract Amount

The maximum amount of this Contract is three million dollars (\$3,000,000.00). Of this amount, up to two hundred eighty eight thousand and ninety one dollars (\$288,091) shall be for CONTRACTOR's administrative costs, and up to two million seven hundred eleven thousand nine hundred and nine dollars (\$2,711,909) shall be for outreach services and emergency shelter services to be allocated by Supervisorial Districts based on the distribution of the CalWORKs caseload as follows:

1 st District	24%	\$623,200 for emergency shelter and \$127,909 for outreach
2 nd District	36%	\$928,800 for emergency shelter
3 rd District	11%	\$283,800 for emergency shelter
4 th District	16%	\$412,800 for emergency shelter
5 th District	13%	\$335,400 for emergency shelter

5.1.1 Outreach by the Skid Row Outreach Team

The maximum amount payable under this Contract for Outreach by the Skid Row Outreach Team shall not exceed one hundred twenty seven thousand nine hundred and nine dollars (\$127,909).

Emergency Shelter and Services

The maximum amount payable under this Contract for Emergency Shelter and Services shall not exceed two million five hundred eighty four thousand dollars (\$2,584,000).

5.2 Payment Processing

5.2.1 Outreach by the Skid Row Outreach Team

For the term of this Contract, COUNTY shall reimburse CONTRACTOR's actual costs for Outreach by the Skid Row Outreach Team at an amount not to exceed one hundred twenty seven thousand nine hundred and nine dollars (\$127,909).

5.2.2 Emergency Shelter and Services

For the term of this Contract, COUNTY shall reimburse CONTRACTOR's actual costs for Emergency Shelter and Services at an amount not to exceed two million five hundred eighty four thousand dollars (\$2,584,000).

5.2.3 The COUNTY shall not be liable for billings submitted one (1) year after any services are rendered under this Contract.

5.2.4 CONTRACTOR shall establish a separate bank account for the Outreach and Emergency Shelter Services project.

5.3 Prior Six-Month Expiration Notice

CONTRACTOR shall notify DPSS when this Contract is within six (6) months from expiration of the term as provided for herein above. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address provided herein.

5.4 75 % Expenditure Notification

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five (75) percent of the total Contract authorization amount under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided in 8.0, Terms and Condition, Section 8.45.5.

5.5 Invoicing

- 5.5.1 Payment to the CONTRACTOR will be made monthly in arrears in the amounts specified in this Contract, provided that the CONTRACTOR is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due.
- 5.5.2 CONTRACTOR shall prepare and submit its invoice, Attachment C, each in an original and one copy, along with its Monthly Management Report (MMR), to the COUNTY Contract Administrator (CCA) within twenty-five (25) calendar days after the end of the month in which services were provided or payment may be delayed, and send to:

Department of Public Social Services
Attn: Hao Nguyen
Contract Management Division
12900 Crossroads Parkway, South
City of Industry, CA 91746-3411

- 5.5.3 The COUNTY shall review the invoice/attachments and make payment adjustments as allowed by Contract and authorize payment of an accurate invoice promptly after receipt of the CONTRACTOR's billing. The COUNTY will make a reasonable effort to effect payment to the CONTRACTOR within thirty (30) days from receipt of an invoice that is accurate as to form and content.
- 5.5.4 For invoicing purposes, the CONTRACTOR shall clearly identify this Contract as "Outreach and Emergency Shelter Services". The invoice shall specify the actual administrative and direct costs, such as per diem costs for beds at family emergency shelters, hotel/motel; phones/utilities and additional security for after-hours at Access Centers; parking permits for DPSS staff collocated at Access Centers; and cell phone, van rental and expenses for transporting families from Access Centers.
- 5.5.5 If this Contract is awarded to a federal, state or local government agency, public university, public college or other public educational institution, Contract payment will be effected using an actual cost method of reimbursement.
- 5.5.6 The final invoice shall be due no later than the 20th of the following month after the termination month. COUNTY shall not be liable for final invoice received more than twenty (20) calendar days following final invoice due date.
- 5.5.7 COUNTY may delay the last payment due hereunder up to six (6) months after the termination of the Contract. CONTRACTOR shall be liable for payment on thirty (30) calendar day's written notice of any offset authorized by the COUNTY, not deducted from any payment made by the COUNTY to the CONTRACTOR.

- 5.5.8 Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging the COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.
- 5.5.9 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Contract Administrator prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.10 If CONTRACTOR fails to submit accurate, complete, timely and properly certified MMRs, the COUNTY may withhold from payment to CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

5.6 Advances and Settlements

It is the intent of COUNTY to provide CONTRACTOR advance funds to enable CONTRACTOR to make payments, and to cover CONTRACTOR'S operational/administrative services.

- 5.6.1 CONTRACTOR shall submit an invoice for an advance payment not to exceed one-twelfth of the Contract amount of three million dollars (\$3,000,000). COUNTY shall provide CONTRACTOR with advance funds for both operational/administrative services and payments in an amount not to exceed two hundred fifty thousand dollars (\$250,000).
- 5.6.2 COUNTY shall process the invoice to reconcile and replenish the advances providing that the advances do not exceed one-twelfth of the Contract amount. Replenished amount will be the actual invoiced amount per month, minus the advanced payment amount.
- 5.6.3 COUNTY shall recoup all advances by June 30, 2007, by offsetting the advances from the CONTRACTOR's final two months services' invoices. COUNTY shall provide CONTRACTOR with a notice of the recouping process providing the details of the recouping and the dates that all invoices must be submitted. If any additional recouping is necessary, CONTRACTOR shall pay COUNTY by cash payment within three (3) calendar days of the final determination by COUNTY of the amount of the payment.
- 5.6.3.1 CONTRACTOR shall pay to the COUNTY any interest earned on any advanced funds.

5.7 No Payment for Services Provided Following Expiration/Termination of Contract

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services or other work rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY's Contract Administrator (CCA)

The responsibilities of the COUNTY's Contract Administrator (CCA) include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.7, Changes and Amendments of Terms;
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- Meeting with CONTRACTOR's Project Manager on an as needed basis; and
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this Contract.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR's Manager

7.1.1 CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Manager.

7.1.2 CONTRACTOR's Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

7.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Manager.

7.3 CONTRACTOR's Staff identification

- 7.3.1 CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.
- 7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY specified photo identification badge at the time of removal from the COUNTY Contract.
- 7.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

- 7.4.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 7.4.2 County may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 7.4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who, do not pass such investigation(s) to the satisfaction of the COUNTY, whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.
- 7.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this sub-paragraph 7.4, shall not relieve CONTRACTOR or its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- 8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.
- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.2 AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

8.3 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Agreement is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

8.4 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any Fiscal Year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract including any extensions and the services to be provided by CONTRACTOR under this Contract shall also be reduced accordingly. COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)

CONTRACTOR hereby acknowledges that the COUNTY is prohibited from Contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts. By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which the COUNTY may immediately terminate or suspend this Contract.

8.6 CHANGES OF ADDRESS

Either party can designate a new address by giving written notice to the other party.

8.7 CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.7.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.
- 8.7.2 For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR except as provided in Section 8.7.3 herein below.
- 8.7.3 The DPSS Director may prepare and sign amendments to the Contract without further action by the COUNTY Board of Supervisors under the following conditions:
 - 8.7.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.
 - 8.7.3.2 The Amendment is for a decrease in the Contract costs.
 - 8.7.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services (DPSS).
 - 8.7.3.4 The Amendment is for an increase of no more than fifteen percent (15%) of the original Contract amounts, and is necessitated by additional and necessary services that are required for the CONTRACTOR to comply with changes in Federal, State, or COUNTY requirements.
 - 8.7.3.5 DPSS shall obtain the approval of COUNTY Counsel or his designee for an amendment to this Contract.
 - 8.7.3.6 Director will file a copy of all amendments with the Executive Office of the COUNTY Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

8.8 CHILD/ELDER ABUSE/FRAUD REPORTING

CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

8.9 COLLECTIVE BARGAINING AGREEMENT

To comply with California Department of Social Services Regulations Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

8.10 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*; *Section 504* of the *Rehabilitation Act of 1973*, as amended; the *Age Discrimination Act of 1975*; the *Food Stamp Act of 1977*; the *Americans with Disabilities Act of 1990*; WIC Section 10000; California Department of Social Services *Manual of Policies and Procedures, Division 21*; and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to

Attachment D, CONTRACTOR's EEO Certification, CONTRACTOR's Nondiscrimination in Services Certification" with their proposal.

In addition, a Resolution Agreement between the DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through Contracts for all CalWORKs/TANF funded Contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment F, and as directed by DPSS. CONTRACTOR shall sign and return the Resolution Agreement with their proposal.

8.11 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.11.1 The COUNTY Contract Administrator (CCA) will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.11.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.11.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

8.12 COMPLETION OF CONTRACT

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as determined by COUNTY), CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of CONTRACTOR's current operation without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of Contract.

If CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

8.13 COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations Section
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

CONTRACTOR shall maintain all licenses required to perform the Contract.

CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

8.14 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.14.1 Jury Service Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled "CONTRACTOR Employee Jury Service" (Jury Service Program), as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code, a copy of which is attached as Attachment O and incorporated by reference into and made a part of this Contract.

8.14.2 Written Employee Jury Service Policy

8.14.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.14.2.2 For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation, or other entity which has a Contract with the COUNTY or a Subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

If CONTRACTOR uses any SUBCONTRACTOR to perform services for COUNTY under this Contract, the SUBCONTRACTOR shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such Subcontract agreement

and a copy of the Jury Service Program shall be attached to the Contract.

8.14.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

8.14.2.4. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

8.15 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.16 CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", Attachment G, with their proposal.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid or confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles COUNTY Department of Public Social Services

(DPSS) so designated without written authorization from DPSS.

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare. & Institutions Code sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/ papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with sub-paragraph 8.51, of this Contract are to be maintained for a period of five (5) years.

8.17 CONFLICT OF INTEREST

8.17.1 No COUNTY employee whose position with the COUNTY enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.17.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.18 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.19 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open

position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

NOTE: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.20 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Attachment M, the COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with the California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (COUNTY Code Chapter 2.202).

8.21 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.21.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.21.2 As required by the COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.22 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFETY SURRENDERED BABY

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY will supply the CONTRACTOR with the poster to be used.

8.23 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 8.23.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.
- 8.23.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.
- 8.23.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern of practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 8.23.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
- 8.23.5 The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.23.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 8.23.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years,

submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

8.23.8 The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.

The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

8.23.9 These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

8.24 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.25 COVENANT AGAINST FEES

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty,

the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

8.26 CRIMINAL CLEARANCES

8.26.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the Subcontract and shall maintain such records in the file of each such person.

8.26.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or SUBCONTRACTOR who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

8.26.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272, 273a, 273ab, 273d, 273g, 273.5, 286, 288, 288a, 290, 314, 368(b), 647(a) (b), 647.6, and 667.5(c).

8.27 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his designee, and the Director's or his designee's decision shall be final.

8.28 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

8.28.1 CONTRACTOR shall develop all publicity material in a professional manner.

8.28.2 During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies

any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 8.28.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided, however, that the requirements of this Section 8.28 shall apply.

8.29 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

8.30 FISCAL ACCOUNTABILITY

CONTRACTOR shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-87, Cost Principles for States, Local, and Indian Tribal Governments; Circular A-122, Cost Principles for Non-Profit Organizations; and Circular A-133, Audits for States, Local Governments and Non-Profit Organizations.

8.31 EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

- 8.31.1 Are covered by an effective Injury and Illness Prevention Program.
- 8.31.2 Receive all required general and specific training on employee safety.

8.32 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

8.33 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California, Central Division.

8.34 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to departmental Contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

8.35 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

8.36 INDEPENDENT CONTRACTOR STATUS

This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Contract.

8.37 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

8.37.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

**Department of Public Social Services
Attn: Thanh V. Do, Director
Contract Management Division – Section I
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411**

Prior to commencing services under this Contract, such certificates or other evidence shall:

- 8.37.1.1 Specifically identify this Contract;
- 8.37.1.2 Clearly evidence all coverage required in this Contract;
- 8.37.1.3 Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 8.37.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract;
- 8.37.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or require the CONTRACTOR to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.37.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

8.37.3 Failure to Maintain Coverage

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract.

COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.37.4 Notification of Incidents, Claims or Suits

CONTRACTOR shall report to COUNTY:

- 8.37.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- 8.37.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- 8.37.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- 8.37.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.37.5 Compensation for COUNTY Costs

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.37.6 Insurance Coverage Requirements for Subcontractors

CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- 8.37.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- 8.37.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of SUBCONTRACTOR insurance coverage at any time.

8.38 INSURANCE COVERAGE REQUIREMENTS

8.38.1 General Liability

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	1 million
Personal and Advertising Injury	1 million
Each Occurrence	1 million

8.38.2 Automobile Liability

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles or coverage for “any auto”.

8.38.3 Workers’ Compensation and Employers’ Liability

Workers’ Compensation and employers’ liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.38.4 Crime Coverage

Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

Employee Dishonesty:	\$50,000
Theft, Disappearance and Destruction:	\$50,000
Burglary and Robbery:	\$50,000

8.38.5 Property Damage

In the event the CONTRACTOR rents, leases or is loaned any COUNTY-owned real or personal property, the CONTRACTOR shall insure such property in the manners and amounts as follows:

Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of COUNTY-owned or leased property.

Real Property and All Other Personal Property – Special form (“all risk”) coverage for the full replacement value of COUNTY-owned or leased property.

8.39 LIMITATION OF COUNTY’S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

8.39.1 The COUNTY’S obligation is payable only and solely from funds appropriated for the purpose of this Contract.

8.39.2 Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purpose hereof are appropriated by the State and by the COUNTY’S Board of Supervisors.

8.39.3 COUNTY shall immediately notify CONTRACTOR in writing of such non-appropriation at the earliest possible date.

8.39.4 In the event of non-appropriation of funds, procedures in Termination for Convenience of COUNTY, Section 8.56 shall apply.

8.40 LIQUIDATED DAMAGES

8.40.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR’S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.40.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

- (a) Deduct from the CONTRACTOR’S payment, pro rata, those applicable portions

- Of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable Estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
 - (c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.40.3 The action noted in Sub-section 40.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.40.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 40.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.41 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

8.41.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.41.2 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- a. Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

- b. In addition to the amount described in the first paragraph of this section above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

8.42 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.42.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.42.2 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.42.3 The CONTRACTOR certifies and agrees that it shall deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 8.42.4 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.42.5 The CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 8.44 when so requested by the COUNTY.
- 8.42.6 If the COUNTY finds that any provisions of this Sub-paragraph 8.44 have been violated, such violation shall constitute a material breach of Contract upon which the

COUNTY may terminate, or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.42.7 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to a sum of five hundred dollars (\$500.00) for each such violation pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of terminating or suspending this Contract.

8.42.8 The CONTRACTOR shall certify to, and comply with, the provisions of Attachment E – CONTRACTOR’s EEO Certification.

8.43 NOTICES

8.43.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

8.43.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

8.43.3 Delivery of Notices

Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

8.43.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same notice shall be addressed to the

CONTRACTOR at its place of business.

8.43.5 Notices to the COUNTY

Notices and envelopes containing same notice to the COUNTY shall be addressed to:

**Department of Public Social Services
Attn: Thanh V. Do, Director
Contract Management Section I
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411**

8.43.6 Changes of Address

Either party can designate a new address by giving written notice to the other party.

8.43.7 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

8.44 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, Attachment I, in this proposal.

8.45 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor (if any) to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment P Safely Surrendered Baby Law, and is also available on the internet at www.babysafela.org for printing purpose.

8.46 OWNERSHIP OF DATA/EQUIPMENT

8.46.1 The COUNTY shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract.

8.46.2 COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.

8.47 PERFORMANCE REQUIREMENTS

If CONTRACTOR fails to meet the Contract requirements as specified in Technical Exhibit 8.0, Performance Requirements Summary (PRS) hereunder, COUNTY may take actions specified in the PRS for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the COUNTY applying the provisions of Section 8.57, TERMINATION FOR CONTRACTOR'S DEFAULT. This Section 8.47 shall not in any manner restrict or limit COUNTY'S right to terminate this CONTRACT for convenience per Section 8.58.

8.48 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Contract are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 8.48, shall survive the expiration or other termination of this Contract.

8.48.1 Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information. COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Contract.

8.48.2 COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided, however, that if COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Contract, CONTRACTOR shall mark such information "PROPRIETARY" and COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such information, and, when COUNTY no longer needs such information, but in no event later than expiration or other termination of this Contract, COUNTY shall either (1) cause all copies of such information to be returned to CONTRACTOR, or (2) certify to CONTRACTOR that all copies of such information have been destroyed.

8.49 RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 8.50, Records Retention and Inspection/Audit Settlement, herein below.

8.50 RECORDS RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles.

The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. COUNTY reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to CONTRACTOR. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.50.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.50.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.50.2 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.50.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.
- 8.50.4 The CONTRACTOR agrees that the COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of

such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

8.50.5 Other required documents to be retained include, but not limited to:

8.50.5.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.

8.50.5.2. Confidentiality Agreement: "CONTRACTOR Employee Acknowledgment & Confidentiality Agreement."

8.50.5.3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to CONTRACTOR's profession.

8.50.5.4. Minutes of Performance Evaluation Meetings: The COUNTY Contract Administrator (CCA) writes the minutes of any Performance Evaluation Meetings and shall provide to the CONTRACTOR for retention.

8.50.6 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

8.50.6.1. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if such material is located outside Los Angeles COUNTY, either (1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles COUNTY for examination by the COUNTY.

8.50.6.2. Failure on the part of the CONTRACTOR to comply with the provisions of this Section 8.50 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.51 RECYCLED BOND PAPER

Consistent with the Los Angeles COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

8.52 REMOVAL OF PERSONNEL

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge personnel. However, any CONTRACTOR employee/worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

8.53 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities or off-site work locations, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

8.54 SUBCONTRACTING

8.54.1 No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. This written consent shall be provided by way of amendment executed by the DPSS Director pursuant to Section 8.7 (Changes and Amendments of Terms). Any attempt by the CONTRACTOR to Subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to Subcontract shall be completely within the discretion of the COUNTY.

8.54.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of Subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Approval of the provisions of any Subcontract by the COUNTY shall not be construed to constitute a determination of the allow-ability of any cost under the Contract. In no event shall approval of any Subcontract by the COUNTY be construed as affecting any increase in the amount provided for in the Contract. The CONTRACTOR's request for approval to enter into a Subcontract shall include:

8.54.2.1 A description of the service to be provided by the proposed SUBCONTRACTOR;

8.54.2.2 Identification of the proposed Subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;

8.54.2.3 An indication of whether the proposed Subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;

8.54.2.4 A resume of the potential Subcontractor's background and experience.

8.54.3 In the event that the COUNTY should consent to Subcontracting, the CONTRACTOR shall include, in all Subcontracts, the following provision: *"This Contract is a Subcontract under the terms of a prime Contract with the COUNTY of Los Angeles. All representations and warranties shall inure to the benefit of the COUNTY of Los Angeles."*

8.54.4 When required by State regulations, Subcontracts shall be advertised, competitively

bid and evaluated in a manner that will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.

8.55 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.21, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles COUNTY Child Support Services Department (CSSD) shall be grounds upon which the COUNTY Board of Supervisors may terminate this Contract pursuant to Section 8.57, Termination For Default of the CONTRACTOR.

8.56 TERMINATION FOR CONVENIENCE OF THE COUNTY

- 8.56.1 Performance of services under this Contract may be terminated in whole or in part by the COUNTY, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar-day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.56.2 If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, COUNTY may immediately terminate this Contract upon written notice to the CONTRACTOR.
- 8.56.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
 - 8.56.3.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
 - 8.56.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 8.56.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

- 8.56.5 Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.
- 8.56.6 Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Section 8.50, Records Retention and Inspection, herein above.

8.57 TERMINATION FOR DEFAULT OF THE CONTRACTOR

8.57.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.57.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.57.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

8.57.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.57.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.57.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.57.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.57, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.57, or that the default was excusable under the provisions of Sub-paragraph 8.57.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.56 - Termination for Convenience.

8.57.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.57.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.57.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) (*Department may want to reconsider this amount and adjust accordingly with concurrence of County Counsel*) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the (*Department*), or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.35 - Indemnification.

8.57.6 The rights and remedies of the County provided in this Sub-paragraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.58 TERMINATION FOR IMPROPER CONSIDERATION

8.58.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.58.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either

to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

- 8.58.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.59 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Contract extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

8.60 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010, retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

8.61 TIMELY COMPLETION

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

8.62 VALIDITY

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.

8.63 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

8.64 WAIVER

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of

the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

8.65 WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Contract to be signed by its duly authorized officer(s), on this _____ day of _____, 2006. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

CONTRACTOR

COUNTY OF LOS ANGELES

By _____
Robin Conerly, Interim Executive Director

By _____
Mayor, Board of Supervisors

Tax Identification Number

ATTEST:

Sachi Hamai, Executive Officer
Clerk of the Board of Supervisors
of the COUNTY of Los Angeles

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Vicki Kozikoujekian
Senior Deputy County Counsel

ATTACHMENT A

STATEMENT OF WORK

AND

TECHNICAL EXHIBITS

PART A

OUTREACH BY SKID ROW FAMILY OUTREACH TEAM

PART B

EMERGENCY SHELTER SERVICES

PART C

CONTRACTOR AND COUNTY RESPONSIBILITIES

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's Contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and Contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles COUNTY are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The COUNTY service system is flexible, able to respond to service demands for both the COUNTYwide population and specific population groups.
- ✓ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, Contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The COUNTY of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and value statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all COUNTY health and human services Contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its Contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK
PART A
OUTREACH PROVIDED BY SKID ROW OUTREACH TEAM

1.0 GENERAL

1.1. SCOPE OF WORK

Homeless CalWORKs Families Outreach

CONTRACTOR shall provide all management/administrative services necessary for providing outreach and transportation for homeless CalWORKs families for purposes of linking homeless families to other available services and/or agencies including: Department of Public Social Services (DPSS), Department of Mental Health (DMH), Department of Children and Family Services (DCFS), and missions, shelters and other services providers in the Central City East (Skid Row) area of Los Angeles COUNTY.

2.0 SPECIFIC TASKS OF THIS STATEMENT OF WORK

2.1 CONTRACTOR

CONTRACTOR shall for Skid Row Family Outreach Team:

2.1.1 Provide LAHSA staff to participate in the Skid Row Outreach Team (SROT) between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except for approved holidays, to seek out and screen families in Skid Row to determine if they are homeless. The SROT that consists of staff from DPSS, Department of Children and Family Services (DCFS) and Department of Mental Health (DMH) must be limited to no more than four (4) members because of limited transportation capability.

2.1.2 Inform families about available services.

2.1.3 Refer families to DCFS, DMH, or Beyond Shelter if appropriate.

2.1.4 Transport families to the Metro Family district office, Union Rescue Mission, Weingart Access Center or Midnight Mission to process applications for CalWORKs cash assistance, Food Stamps and Medi-Cal benefits, homeless services, and to hotels/motels, and services provided by DMH and DCFS.

2.1.4.1 For families being transported, have the adult family member complete and sign Attachment L, Outreach, and Emergency Shelter Transportation Log. Attach the log to the Monthly Management Report (MMR).

2.1.5 To the extent resources are available, for CalWORKs families that are not eligible to DPSS' homeless services or have exhausted all homeless assistance, issue emergency shelter/hotel/motel vouchers and issue bus tokens or transport families to emergency and/or transitional housing facilities,

based on the families' needs and availability of transportation.

- 2.1.6 Issue hotel/motel vouchers to CalWORKs families between 8:00 a.m. and 8:00 p.m., Monday through Friday. Issue vouchers for one night or enough nights to provide shelter for weekends and/or holidays.
- 2.1.7 For services at Subcontracted service centers, CONTRACTOR provides to collocated staff: office space, telephones/utilities, desks, locked cabinets for bus tokens and personal belongings, security and parking permits.
- 2.1.8 CONTRACTOR, SROT and staff from DPSS, DCFS, DMH, DHS and their associated CONTRACTORS shall meet at the beginning of each day Monday through Friday to conduct case reviews for families encountered during the previous day in order to establish a case plan for each family.
- 2.1.9 Members of the SROT are to input all pertinent information on the families encountered into the PHASE database.

2.2 Performance Outcomes

CONTRACTOR shall ensure that:

- 2.2.1 All families are placed in emergency shelter within 24 hours of request for shelter.
- 2.2.2 All families requiring transportation to DMH, DPSS, CDC-Section 8, appointments are transported timely to ensure they meet their appointments on the scheduled dates/times.
- 2.2.3 Families must be transported to the Metro Family district office, Union Rescue Mission, Weingart Access Center or Midnight Mission to process applications for CalWORKs cash assistance, Food Stamps and Medi-Cal benefits, homeless services, and to hotels/motels, and services provided by DMH and DCFS, if the request is made between 8:00 a.m. and 5:00 p.m., Monday through Friday.

3.0 REPORTING TO DPSS

3.1 Monthly Management Report (MMR)

For Outreach, CONTRACTOR shall submit an MMR, Attachment D sample report, to the CCA by the twenty-fifth (25th) calendar day of the month following the month of service. The MMR should be included with the submission of the invoice as noted in Contract Payment, section 5.0, subsection 5.5.2.

3.2 Monthly Complaint Log

For Outreach, CONTRACTOR shall submit its Monthly Complaint Log, Technical Exhibit 8.2 to the CCA by the twenty-fifth (25th) calendar day of the month following the month of service. The Monthly Complaint log should be included with the MMR as noted in Monthly Management Report (MMR) paragraph 3.1.

3.3 Ad Hoc Reports

At various times, COUNTY may request data or other information from CONTRACTOR on an ad hoc basis, as needed by DPSS, COUNTY Board of Supervisors, the State, or other COUNTY agencies or entities for budgetary or other purposes. CONTRACTOR shall provide the requested data, if available, to COUNTY in a mutually agreeable time period.

STATEMENT OF WORK
PART B
EMERGENCY SHELTER SERVICES

1.0 GENERAL

1.1. SCOPE OF WORK

Emergency Shelter Services

CONTRACTOR shall provide all management/administrative services for providing emergency shelter and case management services, in conjunction with the DPSS Homeless Case Manager assigned to the case, for CalWORKs Welfare-to-Work families who are homeless.

CalWORKs families are eligible to receive emergency shelter and services only if an adult: (1) is receiving or has exhausted the time limit for CalWORKs cash assistance, and (2) is either employed or enrolled and active in the CalWORKs Greater Avenues for Independence (GAIN) Program. CONTRACTOR will determine families' eligibility for the emergency shelter and services by accessing the COUNTY's GAIN Employment Activity and Reporting System (GEARS).

This program was designed to fill the gap for CalWORKs Welfare-to-Work families who are not eligible to DPSS homeless benefits or who have already exhausted all of the DPSS homeless benefits. This program is for families with or without a mental health issue. In the situation when a family meets the criteria of a mental health issue and the number of families eligible for the Homeless CalWORKs Families Project has reached its limit, then the family may be referred to OESS program..

2.0 SPECIFIC TASKS OF THIS STATEMENT OF WORK

2.1 CONTRACTOR

CONTRACTOR shall for Emergency Shelter Services Program:

2.1.1 Continue to provide services to the CalWORKs Welfare-to-Work families who are currently being assisted through this program.

2.1.2 CONTRACTOR to provide transportation for the families enrolled in the program if the family is not currently receiving these services through the GAIN Program.

2.1.2.1 For families transported, CONTRACTOR shall have the adult family member complete and sign Attachment L, Outreach and Emergency Shelter Services Transportation Log. Attach the log to the MMR.

2.1.3 Access GEARS, to determine if families requesting services are enrolled and participating in the GAIN Program. Provide written program eligibility decision to Subcontractors. Print confirmation and attach to the Outreach, Emergency Shelter and Services Project Monthly Invoice, Attachment C sample invoice.

- 2.1.4 Provide families with emergency shelter, based on a per diem rate. Upon request by COUNTY, CONTRACTOR shall prepare and submit Attachment K, Outreach, Emergency Shelter And Services, Provider Per Diem Rate Structure, to DPSS for approval, providing a list of emergency shelter facilities by Supervisorial District to the COUNTY Contract Administrator, including each facility's allocation and per diem rate.
- 2.1.5 Monitor performance of Subcontractors to ensure compliance with program requirements on a semi-annual basis.
- 2.1.6 Recruit and maintain sufficient Subcontractors to provide emergency shelter for the families. Subcontractors must be acceptable to and approved by the DPSS Director, and Subcontracts must include the direct service provider requirements. **Subcontractor shall abide by the 120 day Emergency Shelter Services limit for CalWORKs participants.**
- 2.1.7 Solicit for Subcontracted direct services through the open competitive process, and/or use existing Subcontractors for emergency shelter only.
- 2.1.8 Subcontractor shall provide a description of the type and level of case management, including frequency and type of contact, that will be provided to the clients enrolled in the Emergency Shelter and Services Program.
- 2.1.9 Subcontractor shall describe in detail the type of individualized housing plan to be developed with the client to move the family into transitional or permanent housing.
- 2.1.10 CONTRACTOR shall ensure that all Subcontractors funded under this Contract have standard outcomes designed to measure the performance or results of each project. Said outcomes shall describe the impact of the service provided by the Subcontractor on the client. In addition, the outcomes developed must be measurable and verifiable.

2.2 Performance Outcomes

CONTRACTOR shall ensure that:

- 2.2.1 For emergency shelter, families must be placed in emergency shelter on the day of the request for shelter, if the request is made between 8:00 a.m. and 4:30 p.m., Monday through Friday.
- 2.2.2 For families enrolled in the Emergency Shelter and Services Program, the family receives the necessary case management and assistance to successfully move from emergency shelter into transitional or permanent housing.

3.0 REPORTING TO DPSS

3.1 Monthly Management Report (MMR)

CONTRACTOR shall submit a MMR, Attachment D sample report, to the CCA by the twenty-fifth (25th) calendar day of the month following the month of service.

3.1.1 For emergency shelter and services, CONTRACTOR shall submit the Outreach, Emergency Shelter and Services Monthly Management Report, Attachment D, to the CCA by the twenty-fifth (25th) calendar day of the month following the month of service. The MMR should be included with the submission of the invoice as noted in Contract Payment, section 5.0, subsection 5.5.2.

3.1.2 CONTRACTOR shall submit to DPSS the Participant Roster- DPSS/LAHSAs Emergency Shelter Services Program, Attachment N, a monthly report containing the following information: a) case name; b) case number; c) date of entry into the program; f) reason for leaving; g) name of the DPSS Homeless Case Manager; h) destination type after exiting the program (i.e., transitional housing, permanent housing, moved with friend/relative, unknown, etc.); and i) reason SUBCONTRACTOR was not able to place family into transitional or permanent housing. The report is due on the twenty-fifth (25th) workday of each month for the previous month. The report is to be sent to DPSS Administrative Headquarters, 12820 Crossroads Parkway South, City of Industry, CA, 91746, Attention: Jose M. Salgado, Project Administrator.

3.2 Monthly Complaint Log

CONTRACTOR shall submit its Monthly Complaint Log, Technical Exhibit 8.0 to the CCA by the twenty-fifth (25th) calendar day of the month following the month of service. The Monthly Complaint log should be included with the MMR as noted in MMR paragraph 3.1.

3.2.1 For emergency shelter and services, CONTRACTOR shall submit the Outreach, Emergency Shelter and Services Monthly Complaint Log, Technical Exhibit 8.4, to the CCA by the twenty fifth (25th) calendar day of the month following the month of service. The Monthly Complaint Log should be included with the MMR as noted in MMR paragraph 3.1.

3.3 Ad Hoc Reports

At various times, COUNTY may request data or other information from CONTRACTOR on an ad hoc basis, as needed by the Department, COUNTY Board of Supervisors, the State, or other COUNTY agencies or entities for budgetary or other purposes. CONTRACTOR shall provide the requested data, if available, to COUNTY in a mutually agreeable time period. LAHSA cannot be responsible for the provision of information based upon data which Subcontracting agencies have not been required to collect in the course of service provision.

STATEMENT OF WORK
PART C
COUNTY AND CONTRACTOR RESPONSIBILITIES

1.0 GENERAL

1.1 KEY COUNTY PERSONNEL

1.1.1 COUNTY Contract Administrator (CCA)

COUNTY will designate one (1) person who will act as the COUNTY Contract Administrator (CCA) for the COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Contract. Specifically, the CCA or alternate shall:

- 1.1.1.1 The CCA or alternate has full authority to monitor CONTRACTOR'S performance in the daily operation of this Contract, and for confirming that the technical standards and requirements of this Contract are met.
- 1.1.1.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements. The CCA shall negotiate with CONTRACTOR on changes in service requirements according to Part 6.7, Changes and Amendments of Terms.
- 1.1.1.3 The CCA is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles COUNTY in any way whatsoever.
- 1.1.1.4 DPSS will inform CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

1.1.2 Quality Assurance Evaluator (QAE)

COUNTY will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the COUNTY on all services, requirements, and deliverables pertinent to the Contract and monitor the CONTRACTOR's performance under the Contract using the quality assurance procedures established in Technical Exhibit 8.0, Performance Requirements Summary, or any other procedures that may be necessary to ascertain that the CONTRACTOR is in compliance with this Contract. One of the QAE staff may also be the CCA. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the Contract are met and evaluate the CONTRACTOR's performance under this Contract.

- Advise the CCA as to the CONTRACTOR's performance in areas relating to services, requirements, and deliverables.
- Inform the CONTRACTOR of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the COUNTY in any way whatsoever.

The QAE is responsible for the quality monitoring of CONTRACTOR's performance. The QAE may or may not be the same person as the CCA.

1.1.3 Contract Monitor(s)

COUNTY shall provide Contract Monitor(s) that may monitor all provisions under the Contract. Monitoring may include Administrative Monitoring primarily involving with the Contract's terms and conditions, Fiscal Monitoring related to the Contract's fiscal provisions, and Service Delivery Monitoring related to the Contract's Statement of Work and Performance Requirement Standards.

1.1.4 GAIN Services Worker(s)

The GAIN Services Worker – Homeless Case Manager (HCM) orients participants to the CalWORKs and Housing Programs and provides preliminary case management to families encountered during outreach activities. The Homeless Case Management Program is a method of assessing the needs of the CalWORKs homeless and at-risk of homelessness families and arranging, coordinating, monitoring, evaluating, and advocating for multiple services including crisis intervention, short-term stabilization, needs assessment, assistance with application and receipt of Specialized Supportive Services, and an individualized housing plan. Once preliminary case management is established, the HCM on the team refers the family for subsequent and regular case management to the HCM in the case carrying CalWORKs district.

1.1.5 Eligibility Worker(s)

The case-carrying Eligibility Worker for each of the cases enrolled in the Emergency Shelter Services Program, will work with CONTRACTOR staff, CONTRACTOR's Subcontracted staff, and DPSS Homeless Case Manager to resolve any eligibility issues on the case. However, the case-carrying Eligibility Worker will not determine family's eligibility to the Emergency Shelter Services Program.

1.2 KEY CONTRACTOR PERSONNEL

1.2.1 Executive Director

This Executive Director shall be the official named in this Contract for receipt of official notices.

1.2.2 Contract Manager

CONTRACTOR shall provide a Contract Manager who will act as liaison with COUNTY and be responsible for the overall management and coordination of this Contract and the performance of the work. The Contract Manager, or alternate designated in writing to act on CONTRACTOR's behalf, shall respond within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.

The Contract Manager or alternate shall have full authority to act for CONTRACTOR on all Contract matters relating to the daily operation of this Contract.

The Contract Manager and any alternate shall be identified in writing prior to Contract start and at any time thereafter a change of Contract Manager or alternate is made.

CONTRACTOR's Contract Manager is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate CONTRACTOR to DPSS in any way whatsoever.

1.3 STAFFING

1.3.1 CONTRACTOR shall provide staff with background experience and expertise to provide the services required in the Statement of Work.

1.3.2 CONTRACTOR shall provide bilingual staff to meet the needs of the COUNTY's CalWORKs participants receiving services from CONTRACTOR in the Homeless CalWORKs Families Outreach and Emergency Shelter Services. When a participant's primary language is other than English or the participant is hearing-impaired, information shall be provided either through written materials in the appropriate language or by presentation of an interpreter in the language the participant understands.

1.3.3 CONTRACTOR shall have a methodology for verifying that bilingual employees are competent in reading, writing and speaking both English and the other languages in which they are providing services. CONTRACTOR's methodology shall be shared with COUNTY upon request.

1.4 Hours of Operation

1.4.1 Public Access Hours

CONTRACTOR's main office shall be open from 8:00 a.m. to 5:00 p.m. Monday-Friday, except for COUNTY-recognized holidays. Main office telephones shall be staffed during all CONTRACTOR Public Access Hours. CONTRACTOR shall have staff available to respond to calls in English and Spanish during all Public Access Hours as specified in section 1.4.2.1 below.

1.4.2 COUNTY Contact Hours

- 1.4.2.1 CONTRACTOR Contract Manager or alternate shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to inquiries of CCA or alternate, except on COUNTY-recognized holidays. The CCA shall provide lists of COUNTY holidays when this Contract is approved and at the beginning of each calendar year during the term this Contract.

2.0 DEFINITIONS

- 2.1 Acceptable Quality Level (AQL) - A measure to express the allowable variance from the Contract Standard, before COUNTY determines performance to be unsatisfactory.
- 2.2 Appeal - An appeal is the legal right of a public assistance participant to file a request for a State Hearing regarding an eligibility action or inaction on the part of the COUNTY which the participant feels is unwarranted.
- 2.3 Appeals and State Hearings (ASH) - The section within DPSS that represents the COUNTY at all State Hearing Proceedings.
- 2.4 Applicant - A person whose public assistance application is pending.
- 2.5 Assistance Unit (AU) - Per State regulations AU is defined as a group of related persons living in the same household who have been determined eligible for CalWORKs by the case carrying EW.
- 2.6 Bureau of Administrative Services - A bureau within DPSS responsible for development, management and monitoring of DPSS Contracts.
- 2.7 Bureau of Program and Policy - A bureau within DPSS responsible for administration and supervision of the CalWORKs Program in Los Angeles COUNTY.
- 2.8 CalWORKs Program - The State's mandated public assistance program to provide financial assistance, social services, and employment services to families with dependent children.
- 2.9 Contract Discrepancy Report (CDR) - A report or letter used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with CONTRACTOR's performance.
- 2.10 Eligibility Worker (EW) - The DPSS employee responsible for determining the eligibility of applicants and participants to CalWORKs.
- 2.11 Equipment - Any item purchased/leased which costs \$5,000.00 or more and has a useful life of more than two years.
- 2.12 GAIN Program - Acronym for Los Angeles COUNTY's Welfare-to-Work Program, "Greater Avenues for Independence", that provides comprehensive Welfare-to-Work services to assist CalWORKs participants in obtaining unsubsidized employment.

- 2.13 GAIN Services Worker (GSW) - A DPSS or Contracted employee who works with participants enrolled in the GAIN Program.
- 2.14 GAIN Employment and Activity Reporting System (GEARs) - A DPSS computerized system used to track and report employment, GAIN activity and Welfare-to-Work activities.
- 2.15 Homeless Case Management - A method of assessing the needs of the CalWORKs homeless and at-risk family and arranging, coordinating, monitoring, evaluating, and advocating for a package of multiple services to meet the specific family's complex needs.
- 2.16 Homeless Case Manager (HCM) - GAIN Services Workers (GSWs) assigned to CalWORKs district offices as Homeless Case Managers to assess case manage homeless and at-risk families applying for or already receiving CalWORKs.
- 2.17 Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER) - A DPSS computerized eligibility determination system for the CalWORKs and other welfare programs.
- 2.18 Participant - An individual who is receiving assistance through the CalWORKs Program.
- 2.19 Performance Indicators - Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.
- 2.20 Performance Requirements Summary (PRS) - Identifies the key performance indicators of the Contract that will be evaluated by COUNTY to assure Contract performance standards are met by CONTRACTOR.
- 2.21 PHASE - Permanent Housing Assistance Services - The PHASE system allows approved users from all departments and agencies such as DPSS, DHS, DMS, DCFS, LAHSA, to enter homeless families information, initiate and manage service referrals rendered to homeless families into a centralized database.
- 2.22 Quality Assurance Surveillance Plan (QASP) - A plan of action taken by COUNTY for monitoring CONTRACTOR's performance.
- 2.23 Quality Assurance Program - All necessary measures taken by CONTRACTOR to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.24 Random Sample - A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection.
- 2.25 Sample Size - The number of units or services to be checked in a given time period.

- 2.26 Standard - The acceptable level of performance set by COUNTY for performing a Contracted service or activity.
- 2.27 Statement of Work - This Contract's requirements for provision of transportation and emergency and transitional housing, the standards associated with those services, and the methods for monitoring CONTRACTOR's performance.
- 2.28 Welfare-to-Work Plan - The Contract between DPSS and a CalWORKs participant that states what Welfare-to-Work activities will be completed by a CalWORKs participant and what services will be provided by DPSS, so the participant can work toward self-sufficiency.
- 2.29 Welfare-to-Work Program - A program to assist parents/participants on public assistance to achieve economic self-sufficiency by obtaining unsubsidized employment.

3.0 COUNTY FURNISHED ITEMS

3.1 Computer Equipment

An inventory of all COUNTY-furnished equipment, computer terminals, personal computers (PCs) and furniture shall be initially established by the COUNTY and verified by the CONTRACTOR at start-up. The CONTRACTOR shall thereafter maintain the inventory. At Contract termination, all COUNTY provided space, furniture, and equipment shall be returned to the COUNTY.

If damages to equipment and/or theft of equipment occur due to the CONTRACTOR's negligence as determined by the COUNTY, the CONTRACTOR shall be responsible for the cost of repairs/replacements and will be billed by the COUNTY. Site inspections may be made by DPSS Property Management and/or other COUNTY or local government personnel (fire, city, etc.).

CONTRACTOR must maintain the security and integrity of the GEARS/LEADER computer system by having up-to-date GEARS/LEADER User Agreements on-file for each Emergency Shelter Services staff and disallowing the sharing of access codes and passwords between staff.

The COUNTY must evaluate and approve all software or tools used in the operation or support of the Contract. All approved software must be compatible with COUNTY standards and hardware and software standards.

3.2 Training

- 3.2.1 COUNTY shall arrange for the annual training of CONTRACTOR's staff on Civil Rights. This may be through direct training of CONTRACTOR's staff by COUNTY trainers or through a train-the-trainer program as agreed upon by COUNTY and CONTRACTOR.

- 3.2.2 COUNTY may provide cultural awareness and sensitivity training, and materials to CONTRACTOR staff. If COUNTY provides such training, CONTRACTOR shall ensure that all CONTRACTOR staff is trained.
- 3.2.3 COUNTY shall arrange for the training of CONTRACTOR's staff on accessing the GEARS system, if needed.
- 3.2.4 COUNTY shall arrange for health and safety training through the Departments of Health and Mental Health of SROT outreach staff to provide training in for
- 3.2.5 COUNTY shall train Subcontractors to input client level data in the DPSS PHASE system.

3.3 Materials

COUNTY shall provide for CONTRACTOR's use:

- 3.3.1 A list of COUNTY observed holidays.
- 3.3.2 A supply of civil rights complaint forms, PA 607, for use by CalWORKs participants in reporting civil rights complaints.
- 3.3.3 Upon request, DPSS Operations Handbook Section 21 on Civil Rights Program, State Manual Section 23-600 on Purchase of Service and all other documents referenced in this Contract with which the CONTRACTOR must comply.

4.0 **CONTRACTOR Furnished Items**

4.1 General

CONTRACTOR shall furnish necessary personnel, space, equipment, supplies, and training except as provided by COUNTY, as specified in Section 3.0, above, to perform all services required by this Contract.

4.2 Computer Equipment, Supplies and Security

- 4.2.1 As determined by CONTRACTOR, CONTRACTOR shall provide necessary computer equipment, and supplies (e.g., paper and printer ribbons), except as provided by COUNTY in Section 3.0, SOW Part C. CONTRACTOR shall be responsible for all equipment costs (terminals, controller, etc.) incurred as a result of CONTRACTOR's request for additional equipment beyond that number included in the awarded Contract.
- 4.2.2 Notwithstanding Section 3.0 above, CONTRACTOR shall be responsible for all site preparations costs (including lines, cables, etc.), incurred as a result of CONTRACTOR's request for equipment relocation, a move to another facility, an additional office or a new service site.

4.2.3 CONTRACTOR shall report to the CCA, the loss, vandalism or theft of COUNTY computer supplies and equipment within 24 hours after discovery. For stolen equipment, CONTRACTOR shall contact the local law enforcement agency and submit a copy of the police report to the CCA within 24 hours, excluding week ends and holidays.

4.2.4 For equipment located at CONTRACTOR's facilities, CONTRACTOR shall provide all security for COUNTY computers and printers and computer access to ensure that the equipment is secure, and confidentiality of CalWORKs participants' records is maintained. CONTRACTOR shall provide security adequate to protect all COUNTY data in any media. Equipment must be secured to work stations in locked space. Data must be password protected to ensure only authorized staff have access.

4.3 Equipment

CONTRACTOR shall provide all equipment necessary to perform all services required by this Contract, except as identified in Section 3.0 above.

4.3.1 Specifically, CONTRACTOR shall provide sufficient telephone lines at its sites for CalWORKs participants, providers and DPSS staff to contact CONTRACTOR for the purpose of Outreach and Emergency Shelter Services.

4.3.2 CONTRACTOR shall have responsibility for installation, repair and replacement of telephones and/or lines at CONTRACTOR's facility.

4.4 Site Preparation

CONTRACTOR shall be responsible for funding all site preparation costs. This includes any facility alterations and furniture upgrades to house the equipment.

5.0 **APPEALS AND HEARINGS (ASH)**

5.1 Public Hearings

CONTRACTOR shall participate in conciliation, grievance, state and other public hearings upon request of COUNTY, including attendance by CONTRACTOR's staff and providing records and documents as necessary.

COUNTY shall provide CONTRACTOR notice of meetings at least three (3) business days prior to such meetings.

5.2 Litigation

CONTRACTOR shall notify COUNTY in writing of pending litigation on any case, within ten (10) calendar days of being notified of pending litigation.

COUNTY shall notify CONTRACTOR in writing of pending litigation on any case within ten (10) calendar days of being notified of pending litigation. Cases in litigation must be retained by CONTRACTOR for at least three (3) years after the case is settled by

the courts. In addition to lawsuits, records may be needed for Appeals and State Hearings, audits, and complaints. These records shall be made available to COUNTY by CONTRACTOR.

5.3 Hearing Decisions

Within 60 days of the start of this Contract, COUNTY shall provide CONTRACTOR with an administrative release which gives CONTRACTOR directions and timeline information for implementing decisions of a hearing officer or the COUNTY ASH Unit, including any requirement to report to COUNTY action CONTRACTOR took to implement such decisions, and what CONTRACTOR should do if participant or provider does not cooperate with CONTRACTOR to resolve the hearing problem.

6.0 QUALITY ASSURANCE AND COMPLAINT SYSTEMS

6.1 Quality Assurance Plan

Within ninety (90) days of the effective date of this Contract, CONTRACTOR shall present to COUNTY a comprehensive Quality Assurance Plan, including internal monitoring, SUBCONTRACTOR monitoring schedules, and staff training systems, to assure that the requirements of this Contract are met, and that a consistently high level of services are provided throughout the term of this Contract. All monitoring records shall be provided to COUNTY upon request. The Plan shall include, but not be limited to the following:

- A. A monitoring system covering all services listed in Technical Exhibit 8.0, Performance Requirements Summary, identifying specific activities to be monitored, and the frequency of monitoring.
- B. Monthly monitoring of employee files, provider files and payment records for accuracy and timeliness of work; a review of the functioning of system quality controls; and observance of staff to ensure that employees rendering services under this Contract do not present themselves by commission or omission as agents, employees, or representatives of DPSS.

Monthly monitoring for Outreach Part A, may include a focus on:

- 1. Number of participants transported.
- 2. Number of hours spent transporting participants.
- 3. Number of miles driven.
- 4. Timeliness of responding to participants' requests for transportation.
- 5. Number of complaints received.
- 6. Number of families who remain in emergency shelter beyond 60 days.
- 7. Confidentiality agreements by each CONTRACTOR staff.

Monthly monitoring for Emergency Shelter and Services Part B, may include a focus on:

- 1. Number of families receiving emergency shelter.
- 2. Number of nights families received emergency shelter.
- 3. Type of emergency shelter received (shelter/motel).

4. Cost of emergency shelter.
 5. Invoices.
 6. Number of complaints received.
 7. Number of families moved into transitional housing.
 8. Number of families moved into permanent housing.
- C. Record keeping of all monitoring conducted by CONTRACTOR, identification of all errors found, a clear description of the problem, the corrective action taken, and the time elapsed between identification and completed correction.
 - D. Training plan for newly hired staff.
 - E. Plans for re-training staff who are found to have above average levels of errors, including inaccuracy or timeliness of transporting participants.
 - F. Samples of forms to be used in monitoring.
 - G. Samples or records to be maintained of staff training.

6.2 DPSS Received Complaints

- 6.2.1 COUNTY shall refer complaints related to Outreach to CONTRACTOR in writing for resolution. CONTRACTOR shall notify COUNTY in writing of the resolution within five (5) calendar days COUNTY shall prepare a monthly listing of complaints referred to CONTRACTOR for resolution. Inquiries shall not be considered complaints. Calls not referred to CONTRACTOR for resolution shall not be considered complaints.

6.3 CONTRACTOR Received Complaints

- 6.3.1 CONTRACTOR shall maintain a Monthly Complaint Log, Technical Exhibit 8.2 of all complaints related to the Outreach and Emergency Shelter Services received directly by CONTRACTOR. The log shall include complaints about providers, the CONTRACTOR or about other aspects of the outreach efforts.
- 6.3.2 Complaints which indicate abuse, neglect or exploitation of children shall be referred by CONTRACTOR to the Department of Children and Family Services within 24 hours of receipt.

7.0 Customer Service

7.1 Customer Service Program

CONTRACTOR shall implement an active Customer Service Program that is consistent with the COUNTY's vision, as detailed in this Contract's Preamble. The Customer Service Program must be approved by DPSS and changes to the Program must be made allowing ten (10) business days.

7.2 Customer Service Monitoring

DPSS shall monitor the quality of the CONTRACTOR's Customer Service by randomly selecting participants for telephone and/or site surveys. The COUNTY, at its sole discretion, may change the means of measuring this standard via a Change Notice as noted in Terms and Conditions Section 6.7.

TECHNICAL EXHIBITS 8.0

PERFORMANCE REQUIREMENTS

SUMMARY CHART

OUTREACH AND EMERGENCY SHELTER SERVICES PERFORMANCE REQUIREMENTS SUMMARY CHART

8.1 Introduction

The PRS displays the services that will be monitored by the COUNTY during the term of the agreement.

All listings of “Required Service” or “Standard” used in this PRS are intended to be consistent with the main body of the Contract and the Statement of Work (Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that specifically defined in the main body of the Contract and Statement of Work. In any case of inconsistency between “Required Service” or “Standard” as stated in the main body of the Contract or Statement of Work and this PRS, the meaning in the main body or Statement of Work will prevail. If any “Required Service” or “Standard” seems to be created in this PRS which is not specifically set forth in the main body or Statement of Work, that “Required Service” or “Standard” will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of any Unsatisfactory Performance Indicator (UPI) points.

In monitoring CONTRACTOR’s performance, COUNTY staff will monitor to the detailed terms set forth in the Statement of Work and the PRS. If COUNTY wishes to reinterpret the CONTRACT and change work requirements, a negotiated change to the Contract will be done per Terms and Conditions Section 6.7, “Changes and Amendment of Terms” of the Contract. If CONTRACTOR believes that COUNTY staff have made interpretations that increase CONTRACTOR’s work or costs, CONTRACTOR’s Contract Manager shall contact the DPSS Contract Monitoring Division Chief and request a meeting to resolve the differences of Contract interpretation.

8.2 Performance Requirements Summary Chart

The PRS chart:

- Lists the required services most critical to satisfactory Contract performance (Column 1).
- Identifies the performance indicator used to determine that the standards have been met (Column 2).
- Defines the Standard of performance for each Required Service (Column 3).
- Shows the Maximum Acceptable Quality Level (AQL) for each Required Service that is allowed before COUNTY assesses Unsatisfactory Performance Indicator Points (Column 4).
- Shows the Monitoring Methods DPSS will use to evaluate CONTRACTOR’s performance in meeting the Contract requirements (Column 5).

- Shows the monthly Unsatisfactory Performance Indicator Points to be assessed for exceeding the AQL, for each listed Contract requirement. These indicators may serve as the baseline for assessing the need to terminate the Contract (Column 6).

8.3 Quality Assurance

COUNTY will monitor CONTRACTOR quarterly using the PRS and COUNTY Quality Assurance Monitoring Plan (QAMP). The COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are:

- Random sampling; a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection. A random sampling chart, shall be used to determine the number of items sampled. COUNTY has the option of using a normal, medium, or small sample size.
- One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually, or annually) as determined necessary to assure a sufficient evaluation of the CONTRACTOR's performance;
- Review of participant files and reports maintained by the CONTRACTOR;
- Interviews/written surveys with participants and providers;
- Validated complaints to COUNTY Contract Administrator, administrative staff, other agencies and other departments with which CONTRACTOR has a relationship; and
- On-site evaluations.

8.4 Notices of COUNTY Review Findings

- Upon completion of a quarterly review, COUNTY shall provide CONTRACTOR a notice of the findings, including a Contract Discrepancy Report if necessary, within ten work days.
- CONTRACTOR shall have ten work days to respond, including taking corrective action, to the findings and Contract Discrepancy Reports. The ten work days will begin upon receipt of the findings by the CONTRACTOR. CONTRACTOR may ask for an extension of the time needed to respond and COUNTY shall not unreasonably deny such request.
- COUNTY shall respond to CONTRACTOR's responses within ten work days. The response shall indicate the acceptability or non-acceptability of the response. In the case of non-acceptability, the COUNTY shall provide the CONTRACTOR with the reason the response is unacceptable.
- CONTRACTOR shall have another ten work days to provide a final response, including corrective action. CONTRACTOR may request an in-person meeting to discuss its final response, which request COUNTY shall grant.

- COUNTY shall have ten work days to respond to the final response. At such time, COUNTY will issue the final report of findings, errors, assessed penalty points, and assessment of financial deductions. Financial deductions will be deducted from the CONTRACTOR's next administrative/operational month payment.

8.5 **Criteria for Acceptable or Unacceptable Performance**

Determination of the number of defects that renders a service unsatisfactory:

A sample may be selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about the CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

- *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance;
- *Lot Size* - The total number of unit or services to be provided;
- *Sample Size* - The number of units to be checked in a given time period; and
- *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table may be used to determine the sample.

An *Unsatisfactory Performance Indicator (UPI)* dollar amount assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 5 points per incident is to be assessed, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \times 1000$ (lot size) = 120 (# of unacceptable discrepancies)
- $120 \times 5 = 600$ points

When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still desire the service be properly performed prior to the next scheduled performance review.

8.6 **Remedy of Defects**

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators (UPIs), CONTRACTOR must, within ten (10) workdays, remedy any and all defects in the provision of the CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

8.7 Unsatisfactory Performance Remedies

When CONTRACTOR's performance does not conform to the requirements of this Contract, COUNTY shall have the option to apply the following nonperformance remedies:

- Require the CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Assess penalty amounts for each Unsatisfactory Performance Indicator per month that exceeds the allowable AQL.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) workdays shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR's failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR's future invoice. This section does not preclude the COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 6.56, Termination for Convenience of the COUNTY.

**OUTREACH, EMERGENCY SHELTER AND SERVICES PERFORMANCE REQUIREMENTS
SUMMARY CHART**

Required Service	Performance Indicator(s)	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding AQL
SOW - Part A, 2.1.1 SROT Staff	CONTRACTOR shall provide staff for Outreach between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday	LAHSA staff is regularly part of the SROT	0.0%	Phone call from LAHSA or DPSS team member of absence	10 points per incident.
SOW – Part A, 2.1.4 and 2.2.2 Transport families	Transport families to Metro Family district office, Union Rescue Mission, Weingart Access Center , Midnight Mission to process applications for CalWORKs services, and to hotels/motels and services provided by DMH and DCFS and to scheduled appointments	CONTRACTOR shall be available to transport families on a daily basis	0.0%	Transportation log or complaints	10 points per incident
SOW – Part A, 2.1.6 Issue hotel/motel vouchers	Issue hotel/motel vouchers to CalWORKs families	A minimum of one family per site per month	0.0%	Review of reports on the number of vouchers issued	10 points per incident
SOW – Part A, 2.1.8 Review of families encountered	LAHSA SROT member shall meet Monday through Friday to conduct case reviews and establish a plan for each family encountered the previous day	LAHSA team member is regularly part of the case reviews	0.0%	Phone call from LAHSA or DPSS team member of absence	10 points per incident
SOW – Part A, 2.2.1 Emergency shelter	All families are placed in emergency shelter within 24 hours of request for shelter	All families without shelter	0.0%	Review of reports or complaints	10 points per incident
SOW- Part A, 3.1 Monthly Management Report (MMR)	CONTRACTOR shall submit an MMR by the 25 th calendar day of the month following the month of service with all attachments including invoice as noted in section 5.0, 5.5.2	MMR shall be submitted by the 25 th calendar day of each month	0.0%	Non-receipt of MMR to DPSS Contract Manager	10 points per day past the due date

**OUTREACH, EMERGENCY SHELTER AND SERVICES PERFORMANCE REQUIREMENTS
SUMMARY CHART**

Required Service	Performance Indicator(s)	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding AQL
SOW – Part B, 2.1.2 Transportation	CONTRACTOR shall provide transportation is family is not currently receiving these services through the GAIN Program	CONTRACTOR shall be available to transport families	0.0%	Transportation log or complaints	10 points per incident.
SOW – Part B, 2.1.4 Emergency Shelter	Provide families with emergency shelter, based on a per diem rate	All families without shelter	0.0%	Review of reports or complaints	10 points per incident
SOW – Part B, 2.1.5 Performance of Subcontractors	On a semi-annual basis, CONTRACTOR shall monitor the performance of Subcontractors to ensure program compliance	All Subcontractors	0.0%	LAHSA to provide a semi-annual report on Subcontractors to DPSS	10 points per incident
SOW – Part B, 2.1.6 Recruitment	CONTRACTOR shall recruit and maintain sufficient Subcontractors to provide emergency shelter for families	Have a sufficient number of Subcontractors to provide services	0.0%	CONTRACTOR to provide a list of Subcontractors to be approved by the Director of DPSS	N/A
SOW – Part B, 2.1.8, 2.1.9 and 2.2.2 Case Management	SUBCONTRACTOR shall detail the type and level of case management and plans to move the family into transitional or permanent housing	All families enrolled in the Emergency Shelter and Services Program	0.0%	Review of case records of families	10 points per case reviewed with no case management or housing plan
SOW- Part B, 2.1.0 Performance Measures	CONTRACTOR shall ensure that all Subcontractors have standard outcomes on the performance of the Subcontractors which are measurable and verifiable	Each SUBCONTRACTOR must have standards which can be measured	0.0%	CONTRACTOR shall develop standard outcomes for their Subcontractors and provide to DPSS	10 points per incident

**OUTREACH, EMERGENCY SHELTER AND SERVICES PERFORMANCE REQUIREMENTS
SUMMARY CHART**

Required Service	Performance Indicator(s)	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding AQL
SOW – Part B, 3.1 Monthly Management Report (MMR)	CONTRACTOR shall submit an MMR by the 25 th calendar day of the month following the month of service with all attachments including invoice as noted in section 5.0, 5.5.2	MMR shall be submitted by the 25 th calendar day of each month	0.0%	Non-receipt of MMR to DPSS Contract Manager	10 points per day past the due date
SOW – Part B, 3.1.2 Roster of Families Enrolled	CONTRACTOR shall provide DPSS with a roster which contains all information on families enrolled in program (Attachment N)	Roster shall be submitted by the 25 th workday of each month for the previous month	0.0%	Non-receipt of roster to DPSS Program Manager	10 points per day past the due date

TECHNICAL EXHIBITS 8.1

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO:
FROM:
DATES:

Prepared: _____

Returned by CONTRACTOR: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

 Signature of CCA

 Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

 Signature of CCA

 Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

 Signature of CCA

 Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

CCA's Signature and Date _____

Contract Representative's Signature and Date _____

TECHNICAL EXHIBITS 8.2

MONTHLY COMPLAINT LOG

SAMPLE
OUTREACH AND EMERGENCY SHELTER SERVICES MONTHLY COMPLAINT LOG

REPORTING AGENCY: _____

REPORT MONTH: _____ YEAR: _____ STAFF PERSON COMPLETING REPORT: _____ DATE: _____

Date	Time Of Call	Complainant's Name	Agency or Participant	Primary Language	Explain Problem	Resolution	Staff Person	Time Spent
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							

NOTE: CONTRACTOR to attach a copy of this log to the Monthly Management Report

ATTACHMENT B

LOS ANGELES HOMELESS SERVICES AUTHORITY BUDGET

LINE ITEM BUDGET

PROJECT NAME: **OUTREACH AND EMERGENCY SHELTER SERVICES**
 CONTRACTOR: **LAHSA**
 CONTRACT PERIOD: **7/1/06-6/30/07**
 FISCAL YEAR: **2006 - 07**

CONTACT PERSON: **MITHEL NETBURN**
 TELEPHONE NUMBER : **(213)683-3333**

						TOTAL
ADMINISTRATIVE COSTS:						
Salaries & Benefits (See Personnel Schedule)						
Salaries					175,177	175,177
Benefits and Taxes (27%-incl. Workers comp.)					47,298	47,298
Administrative Personnel Sub-total					222,475	222,475
Operating Costs						
Rent					32,000	32,000
Staff/DPSS Parking and Bus Passes					3,000	3,000
Telephone					6,116	6,116
Recruitment Fee					4,000	4,000
Office Supplies					6,000	6,000
Insurance					8,500	8,500
Postage					2,500	2,500
Repairs and Maintenance					3,500	3,500
Operating Costs Sub-total					65,616	65,616
TOTAL ADMINISTRATIVE COSTS					288,091	288,091
DIRECT PROGRAM COSTS:						
OUTREACH TEAM:	1st District	2nd District	3rd District	4th District	5th District	
Salaries & Benefits						
Salaries	63,400					63,400
Administrative Supervision	12,360					12,360
Benefits and Taxes (27% - incl. Workers Comp.)	20,455					20,455
	96,215					96,215
Operating Costs:						
Rent	1,680					1,680
Equipment Purchase: Cellular Telephone	160					160
Office and Computer Supplies	720					720
Office Telephone	720					720
Two-Way Cellular Telephone Service	1,200					1,200
Vehicle Monthly Rental	10,728					10,728
Vehicle Maintenance	900					900
Vehicle Gasoline Expense	3,600					3,600
Staff Uniform Purchase	600					600
Auto Insurance	3,900					3,900
Van Parking	1,320					1,320
Staff Parking/Bus Passes	3,960					3,960
Recruitment Fee	600					600
Bus Tokens (emergency transportation)	1,000					1,000
Client Supplies	606					606
Operating Costs Sub-total	31,694					31,694
Outreach Team Personnel Sub-total	96,215					96,215
TOTAL OUTREACH TEAM	127,909					127,909
EMERGENCY SHELTER AND SERVICES:		928,800		-		928,800
HOTEL/MOTEL VOUCHERS:	518,520		283,800	412,800	335,400	1,550,520
ACCESS CENTER	16,000					16,000
CONTRACTOR TO BE DETERMINED	88,680	-	-	-	-	88,680
TOTAL DIRECT PROGRAM COSTS	751,109	928,800	283,800	412,800	335,400	2,711,909
TOTAL ADMINISTRATIVE COSTS	288,091					288,091
GRAND TOTAL CONTRACT COSTS	288,091	751,109	928,800	283,800	412,800	3,000,000

ATTACHMENT C

CONTRACTOR INVOICE FORMAT

SAMPLE
OUTREACH, EMERGENCY SHELTER AND SERVICES
Advance/Monthly Reconciliation Invoice

Date: _____

Invoice Month: _____

CONTRACTOR Information:

Contract No. _____
 Vendor No. _____
 Vendor Taxpayer I.D. _____
 Contract Period _____

Los Angeles Homeless Service Authority
 453 South Spring Street- 12th Floor
 Los Angeles, CA
 Contact Name: _____
 Telephone No: _____

Summary

Advance on Hand (Beg): \$ _____
 Cash Received \$ _____
 Monthly Cost Incurred: \$ _____
 Amount on Hand (End) \$ _____

I. Advance Payment Request: \$ _____

II. LAHSA Administrative Costs:

A. Salaries-Administrative Supervision \$ _____

B. Employee Benefits and Taxes \$ _____

Total Administrative Costs \$ _____

III. Operating Costs: \$ _____

IV. Direct Program Costs:

Supervisory District	Emergency Shelter	Hotel/Motel Vouchers	Outreach	Total
1. 1 st District	\$ _____	\$ _____	\$ _____	\$ _____
2. 2 nd District	\$ _____	\$ _____	\$ _____	\$ _____
3. 3 rd District	\$ _____	\$ _____	\$ _____	\$ _____
4. 4 th District	\$ _____	\$ _____	\$ _____	\$ _____
5. 5 th District	\$ _____	\$ _____	\$ _____	\$ _____
Total	_____	_____	_____	_____
				\$ _____

Total Direct Program Cost \$ _____

(1) thru (5)

IV. Payment to LAHSA (I.+II.+III.+IV.): \$ _____

CONTRACTOR Signature _____

Date Signed _____

FOR DPSS USE ONLY

COUNTY Contract Administrator Signature _____

Approval Date _____

Date to Fiscal Operations _____

ATTACHMENT D

MONTHLY MANAGEMENT REPORT FORMAT

**SAMPLE
LOS ANGELES HOMELESS SERVICES AUTHORITY
MONTHLY MANAGEMENT REPORT
OUTREACH AND EMERGENCY SHELTER SERVICES**

Report Month/Year

I. Outreach

1.	Number of families interviewed	1.
2.	Number of children in families	2.
3.	Number of families transported to Metro Family District	3.
4.	Number of families who refused transportation to Metro Family District	4.
5.	Number of families transported to service center	5.
6.	Number of families who refused transportation to service center	6.
7.	Number of families issued hotel/motel vouchers	7.
8.	Number of nights families issued hotel/motel vouchers	8.
9.	Number of families issued client supplies (diapers, etc.)	9.

II. Emergency Shelter Providers

1.	Number of homeless CalWORKs families who received emergency shelter	1.
2.	Number of nights families in 1. above received emergency shelter	2.
3.	Type of shelter received: a. Number of families who received emergency shelter at emergency shelter facility b. Number of families who received emergency shelter at hotels/motels c. Total (should be the same number as Item 1.)	3. a. _____ b. _____ c. _____

III. Complaints

1.	Number of complaints received about outreach	1.
2.	Number of complaints received about emergency shelter providers	2.
3.	Total Complaints Received	3.
4.	Number of complaints received about outreach	4.
5.	Number of complaints received about emergency shelter providers	5.

IV. Families Placed in Permanent/Transitional Housing by Providers

1.	Number of families placed in permanent/transitional housing by providers	1.
----	--	----

V. Comments (Include reasons complaints not resolved)

Completed by:

Name:	Title:	Phone No.	Date:
-------	--------	-----------	-------

Report is due the 25th calendar day of each month. Attach Transportation Logs to the report.

ATTACHMENT E
BIDDER'S/OFFEROR'S EEO CERTIFICATION

AND

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES
CERTIFICATION**

BIDDER'S/OFFEROR'S EEO CERTIFICATION

 Bidder's/Offeror's Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION**(circle one)**

- | | | |
|---|-----|----|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes | No |
| 3. The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

 Robin Conerly, Interim Executive Director

Name and Title of Signer

 Signature

 Date

ATTACHMENT F

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION
AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES**

The Los Angeles Homeless Services Authority (LAHSA), agrees to comply with the Civil Rights Resolution Agreement the COUNTY of Los Angeles, Department of Public Social Services (DPSS) has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. LAHSA, also agrees to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; Americans with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory.

As a CONTRACTOR with DPSS, LAHSA agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, LAHSA agrees to comply with the requirements of the Resolution Agreement and LAHSA understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, LAHSA, agree to the aforementioned.

Robin Conerly, Interim Executive Director
Los Angeles Homeless Services Authority
215 West 6th Street - 8th Floor
Los Angeles, CA 90013

Date

ATTACHMENT G

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a Contract with the COUNTY of Los Angeles to provide various services to the COUNTY. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles COUNTY for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the COUNTY of Los Angeles.*

_____ ***(Initial and date)***

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to COUNTY services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY of Los Angeles. The COUNTY of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in COUNTY work, the COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by _____ for the COUNTY.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between _____ and the COUNTY of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the COUNTY of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles COUNTY General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(CONTRACTOR Employee's Signature)

Date: _____

Name: _____
(Please Print CONTRACTOR Employee's Name)

Working Title: _____

Original: CONTRACTOR
Copy: CONTRACTOR Employee

ATTACHMENT H

GROUND S FOR REJECTION

GROUNDS FOR REJECTION

Los Angeles COUNTY Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the COUNTY shall not Contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

- (a) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Robin Conerly, Interim Executive Director

Typed Name and Title of Signer

Signature

Date

ATTACHMENT I

INTERNAL REVENUE NOTICE 1015

Website access:

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>

ATTACHMENT J

SAFELY SURRENDERED BABY FACT SHEET

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723**

www.babysafela.org

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT K

PROVIDER PER DIEM RATE STRUCTURES

**OUTREACH, EMERGENCY SHELTER AND SERVICES
JULY 1, 2006 THROUGH JUNE 30, 2007**

PROVIDER PER DIEM RATE STRUCTURE

Supv District	Providers	Per Diem Amount for Shelter	Per Diem Amount for Case Management	Per Diem Amount for Operating Costs	Total Per Diem Rate
Vouchers Only					
1	Midnight Mission	\$ 58.67		\$ 4.11	\$ 62.78
Vouchers and Case Management					
5	Lutheran Social Services	\$ 43.92	\$ 12.78	\$ 6.50	\$ 63.20
3	Ocean Park Community Center	\$ 49.32	\$ 3.29	\$ 3.96	\$ 56.57
4	City of Long Beach	\$ 54.50	\$ 4.21	\$ 4.49	\$ 63.20
3	St. Joseph Center	\$ 61.14	\$ 8.40	\$ 5.58	\$ 75.12
Shelter and Case Management					
2	Peace and Joy Care Center	\$ 25.66	\$ 19.75	\$ 48.82	\$ 94.23
2	Special Services for Groups	\$ 51.17	\$ 22.57	\$ 51.66	\$ 125.40

ATTACHMENT L

OUTREACH AND EMERGENCY SHELTER SERVICES

TRANSPORTATION LOG

SAMPLE
LOS ANGELES HOMELESS SERVICES AUTHORITY
OUTREACH, EMERGENCY SHELTER SERVICES
TRANSPORTATION LOG



	DATE	PRINT NAME	SIGNATURE	SSN/CalWORKs CASE NUMBER	Date of Birth
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

ATTACHMENT M

CHARITABLE CONTRIBUTIONS COMPLIANCE

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or CONTRACTOR has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a COUNTY Contract, it will timely comply with them and provide COUNTY a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or CONTRACTOR is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

ATTACHMENT N

PARTICIPANT ROSTER DPSS-LAHSA EMERGENCY SHELTER SERVICES PROGRAM

**PARTICIPANT ROSTER
DPSS-LAHSA EMERGENCY SHELTER SERVICES PROGRAM**

	CASE NAME	CASE #	DATE OF ENTRY	DATE OF EXIT	NO. OF DAYS	REASON FOR LEAVING	Homeless Case Manager's NAME	DESTINATION TYPE (TRANSITIONAL OR PERMANENT HOUSING)	REASON FAMILY NOT PLACED (TRANSITIONAL OR PERMANENT HOUSING)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									

Note: Fax by the twenty-fifth(25th) workday of each month for the previous month to Jose Salgado at (562)695-2809
or mail to: DPSS Administrative Headquarter 12820 Crossroads Parkway South, City of Industry, CA 91746
Attn: Jose Salgado, Project Administrator

ATTACHMENT O

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is exempted from the Program.

Company Name:	
Company Address:	
City: Zip Code:	State:
Telephone Number:	
Solicitation For _____ Services:	

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I. (Attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the Contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date: